



GOOD FAITH: We agree to enter into this mediation in good faith; that is, we will attempt to resolve the disputed issues by participating fully and genuinely in the search for fair and workable solutions.

HONESTY: We agree to be honest and to completely disclose all relevant information and documents concerning this matter to the other party and mediator.

COURTESY: We agree to cooperate with the mediation process by remaining courteous throughout the sessions. We will refrain from personal attacks and angry outbursts, and will respect the opinions, perceptions, and feelings of the other parties in mediation.

NEUTRALITY OF MEDIATOR: We understand that the mediator serves as a neutral third party whose purpose is to promote communication and help the parties reach a mutually satisfying agreement. She/he is neither an advocate, attorney for either party, or a judge and will not offer legal advice. Nor is she/he a therapist or counselor. Her/His role is that of a neutral facilitator.

INDEPENDENT ADVICE: We understand that the mediator encourages us to consult with an attorney regarding our legal interests, rights and obligations. We have also been advised that consultation with other professionals, including a therapist or family counselor could be helpful in addressing emotional and psychological concerns which may accompany involvement in a dispute.

CONFIDENTIALITY: We understand that the mediation process requires open and honest communication in order to succeed. Therefore, it is completely confidential, and all written and oral communications made during the mediation are privileged settlement negotiations; and, we agree that no electronic and tape recordings will be made during the mediation. Further:

The mediator will not reveal anything discussed in mediation without the permission of both parties. However, she/he is **required to report** certain matters, such as incidents of **child abuse or threats of physical violence**, and confidentiality does not extend to these matters.

The parties agree that they will not at any time during or after the mediation, call the mediator as a witness in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to call the mediator as a witness, that right is hereby waived.

The parties agree not to subpoena or demand the production of any records, notes, work product or the like of the mediator in any legal or administrative proceeding concerning this dispute. To the extent that they may have a legal right to demand these documents, that right is hereby waived.

If, at a later time, either party decides to subpoena the mediator, the mediator will move to quash the subpoena. That party agrees to reimburse the mediator for whatever expenses she/he incurs in such an action.

EXCEPTIONS TO CONFIDENTIALITY: The exceptions to the above confidentiality provisions include: (1) This agreement to mediate and any written agreement made and signed by the parties as a result of mediation may be used in any relevant proceeding, unless the parties make agreement not to do so; (2) Matters that are admissible in a court of law continue to be admissible even though raised in a mediation session; and, (3) The Co-Parenting Mediation Program Coordinator is allowed to contact the mediator and the parties to obtain information about the case and the mediation session.

CAUCUS OR PRIVATE MEETINGS: We agree that either party may hold private sessions with the mediator at their or the mediator's request. Except for concealment of assets and matters which the mediator is legally bound to disclose, parties may specify what will remain confidential from these private sessions. No private meeting will occur without the mutual consent of both parties. All written communication received by the mediator outside of the mediation session, from the parties or from their attorneys, may be shared with all parties.

WITHDRAWAL FROM MEDIATION: We understand that once mediation begins, it is a voluntary process, and that either party may terminate the mediation at any time. The mediator also reserves the right to withdraw if she/he determines that the issues cannot be resolved in mediation or that she/he is unable to provide the services necessary to reach resolution. If either party or the mediator decides to withdraw, we agree to discuss the decision with the other involved parties, and to confirm the termination in writing.

FEES: We understand that the fee for mediation services is \$75 per hour, and is due at the end of each session. The total fee will be divided equally by each party unless otherwise arranged. If a party is impecunious or qualifies financially, their individual fee will be waived or reduced. We understand that the fee applies to all the time spent by the mediator in activities related to the completion of mediation including: meetings with parties, research time, telephone calls, preparation of documents, and expenses incurred such as long-distance telephone calls or photocopies.

Cost for mediation will be paid by each as follows:

_____ at _____ per hour.

_____ at _____ per hour.

Finally, we agree to be on time, and if a change in appointment time is necessary, to give 24 hours notice to the mediator, or be charged for the schedule time (not to exceed two hours).

We have read the Agreement to Mediate thoroughly and agree to the terms of the mediation.

Signature

Date

Signature

Date